

JANUARY 1, 1975 through December 31, 1975.

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Missilue of Management and  
Labor Relations

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THE PUBLIC HEALTH NURSE SUPERVISORS ASSOCIATION

and

HUDSON COUNTY, NEW JERSEY

CITY OF JERSEY CITY,

between

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THIS BOOK DOES  
NOT CIRCULATE

118-031

00-100

APPROVED AT THE COUNCIL

American Federation of Public Employees

Director of Personnel

Business Administrator

APPROVED:

sign said agreements in behalf of the City of Jersey City. the Mayor or Business Administrator is hereby authorized to HEALTY NURSE SUPERVISORS ASSOCIATION are hereby approved, and into by and between the City of Jersey City and THE PUBLIC Council of the City of Jersey City that the agreements entered NOW, THEREFORE, BE IT RESOLVED by the Municipal

of the City of Jersey City to approve the said contract; WHEREAS, it is the desire of the Municipal Council

that had heretofore been agreed upon by the parties; and WHEREAS, the said agreements fully contain all

and THE PUBLIC HEALTY NURSE SUPERVISORS ASSOCIATION; and bargaining sessions by and between the City of Jersey City WHEREAS agreements have been entered into after

following resolution:

The Council (as a whole) offered and moved for adoption of the

RESOLUTION RATIFYING LABOR CONTRACTS

THIS BOOK DOES  
NOT CIRCULATE

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This Agreement made and entered into this 4th day of December, 1975, by and between the CITY OF NEW JERSEY CITY hereinafter known and designated as the "City", and the members of the PUBLIC HEALTH NURSE SUPERVISORS ASSOCIATION, hereinafter known and designated as the "PHNSA".

The Within Agreement is made to effectuate the policy of Chapter 303 of the Laws of New Jersey of 1968, RS:34:13A-1, et seq. (hereinafter "Chapter 303") and to formalize agreements reached through negotiations conducted in good faith between the City and the PHNSA with respect to terms and conditions of employment.

Whereas, for the purpose of mutual understanding and in order that a harmonious relationship may exist between the City and the PHNSA to that end that continuous and efficient service will be rendered, this Agreement is created.

Now therefore, it is agreed as follows:

#### PREAMBLE

A. The City hereby recognizes the PHNSA as the sole and exclusive representative of all temporary and permanent employees who hold the title of Assistant Public Health Nurse Consultant, Public Health Nutritionist, plus all Public Health Nurse Consultant, Public Health Nutritionist, plus all employees performing similar work, covered under this agreement for the purpose of bargaining with respect to rates of pay, wages, hours of work, and other working conditions.

B. Reference to "Supervisory Personnel" in this contract shall mean all members of this bargaining unit.

#### PHNSA RECOGNITION

#### ARTICLE I

shall be limited to twenty (20) days prior to the filing date of the grievance. Action under the provisions of this procedure, but the liability of the City continuing violation, however, the employee shall have a right to institute be deemed to constitute an abandonment of the grievance. In the event of a representative. Failure to act within the said twenty (20) working days shall grievance by discussing the matter with her immediate supervisor and PHNSA the provisions hereof within twenty (20) working days of the occurrence of the (a) An aggrieved employee shall institute action under

Step One:

A Grievance shall be processed as follows:

C. Steps of the Grievance Procedure

the interpretation or adherence to the terms and conditions of this Agreement. A Grievance as used herein means any controversy arising over

B. Definition

ensure efficiency and promote employees' morale. all grievances between the City and the PHNSA as quickly as possible so as to

1. The purpose of the Grievance Procedure shall be to settle

A. Purpose

GRIEVANCE PROCEDURE

ARTICLE II

grievance under the provisions of the Civil Service Act, then the PHNSA shall

(b) If the aggrieved does not elect to pursue his

afforded by provisions of the Civil Service Act.

Two and Three, the aggrieved shall have the right to pursue all legal remedies

(a) If the grievance is not settled through Steps One,

Step Four:

upon the individual and the PHNSA within seven (7) working days after submission.

(b) A written answer to said grievance shall be served

Director of Human Resources or his designee.

Two, then the PHNSA shall have the right to submit such grievance to the

(a) If the grievance is not settled by Steps One and

Step Three:

working days of its submission.

answer such grievance in writing with a copy to the PHNSA within five (5)

(b) The Director of Nurses or her designee shall

Director of Nurses, or her designee.

the same shall be reduced to writing by the PHNSA and submitted to the

(a) If the grievance is not settled through Step One,

Step Two:

within three (3) working days to the PHNSA.

(b) The immediate supervisor shall render an answer

and interfere with the orderly operation of the Department of Human Resources.

other similar action which would involve suspension of work and may disturb or suggest strikes, slowdowns, mass resignations, mass absenteeism or Agreement, the PHNSA agrees that it will not engage in, encourage, sanction 3. Since adequate grievance procedures are provided in this as an observer at any hearing on the individual's grievance.

cessing his own grievance provided the Grievance Committee may be present 2. Nothing herein shall prevent any employee from pro- an effort to forestall its occurrence.

may report an impeding grievance to the Director of Human Resources in 1. The PHNSA President, or his authorized representative,

#### D. Miscellaneous Privileges

tion shall be borne equally by the City and the PHNSA.

arbitor shall be final and binding upon both parties. The cost of arbitra- The arbitrator shall have full power to hear the dispute. The decision of the have the right to submit such grievance to an arbitrator appointed by PERC.

Proposed new rules or modifications of existing rules governing working conditions shall be negotiated with the representatives of the PHNSA before they are established, except as limited by the management's

rights clause.

### PHNSA NOTIFICATION

#### ARTICLE III

A. Seniority is defined as length of service in title, so long as consistent with Civil Service rules and regulations.

B. In the event a vacancy occurs which is desired by more than one Nurse Supervisor, it shall be filled in accordance with seniority among qualified candidates for the position.

SENIORITY

ARTICLE IV

7.

A. The City agrees to deduct the monthly PHNSA membership dues from the pay of those employees who individually request in writing that such deductions be made. The amounts to be deducted shall be certified to the City by the Treasurer of the PHNSA, and the aggregate deduction for all employees shall be remitted, together with an itemized statement, to the Treasurer of the PHNSA by the fifteenth (15th) of the current month after such deductions are made.

B. Any written designation to terminate authorization for check-deductions shall be effective to halt deductions as of January 1 or July 1 next succeeding the date on which the notice of withdrawal is filed.

C. The PHNSA is to be notified of all new personnel, starting salary, sectional assignment, address, and resignation.

D. Nurses who return from a leave of absence will be restored to dues deduction automatically, provided they were on dues deduction previous to their leave.

#### DUES CHECK-OFF

#### ARTICLE V

serviced.

best interests of both the nurse and the Department of Human Resources is to alter the working schedule for the convenience of the nurse, provided the will be adhered to except in special situations requested by individual nurses hourly schedule, e.g., 8:30 - 3:30; 9:00 - 4:00. The above schedules session. Field staff nurses shall work in accordance with their current Monday for employees within the bargaining unit.

B. School nurses shall work the hours that their school is in

A. The workweek shall consist of five (5) days beginning on

#### HOURS OF DUTY

#### ARTICLE VI

A. The PHNSA and the City recognize that frequently there is an inequitable delay in conferring the status of "permanent" on employees. To alleviate this inequity the City agrees to use whatever powers at its disposal, including petitioning the Department of Civil Service, to keep the status of "temporary" or "provisional" as same pertains to any employee covered by this agreement to the shortest possible amount of time.

B. Transfers of service not to exceed twenty-four (24) months may be temporarily done in emergency cases only.

C. Emergency is defined as a situation which could not reasonably be anticipated or foreseen by the employer.

#### TEMPORARY STATUS

#### ARTICLE VII

A. If in the opinion of the City, an open position demands additional qualifications than those set by Civil Service, the City agrees to submit to the PHNSA the additional criteria for comment prior to submitting the same to the Department of Civil Service for approval.

B. In the event that there exists a new opening or a vacancy in a position that presently exists, or if a new position is hereinafter established, there shall be posted on the Bulletin Boards in district offices and sufficient copies given to the PHNSA President precisely what the new position is, and in every event the qualifications necessary to fill such a position.

C. The purpose of the above is to allow all those who are interested in accordance with Civil Service regulations.

D. Positions shall be posted three (3) weeks prior to recruitment.

#### NEWLY CREATED POSITIONS

#### ARTICLE VII

A. Employees shall receive pensions and retirement pursuant to the provisions of State Law and Local ordinances.

B. Terminal leave. Nurses who retire shall receive terminal leave immediately prior to retirement. Such leave shall be computed at the rate of four (4) calendar days for each calendar year of service. Added to such leave shall be any accrued vacation time which is owed the retiring nurse.

C. Longevity and degree differential shall be included in annual salary for pension purposes for those employees contributing to ERS. For all other employees this shall be done provided their pension system permits.

## PENSION AND RETIREMENT

### ARTICLE IX

in effect at the time of retirement.

Cross/Blue Shield for the retired employee in accordance with the legislation

E. Upon retirement, the City shall continue coverage under Blue

Insurance in the amount of Five Thousand (\$5,000.00) Dollars for each nurse.

Five Thousand (\$5,000.00) Dollars and Accidental Death and Dismemberment

D. The City shall provide for Life Insurance in the amount of

their spouse and children covered under the plan.

Blue Shield with Rider "J" and Major Medical to cover themselves and

C. Hospitalization. Nurses shall receive fully paid Blue Cross/

for such claims.

employment and the City shall pay and satisfy all judgments against nurses

injury, death or property damage arising out of or in the course of their

and counsel in the defense of or the settlement of claims for personal

B. The City shall supply to nurses all necessary legal advice

City at no expense to the nurses.

Million (\$1,000,000.00/\$3,000,000.00) Dollars shall be supplied by the

A. Malpractice insurance in the amount of One Million / Three

## INSURANCE

## ARTICLE X

for out of City meetings.

A. Two (2) members selected by the PHNSA shall be permitted to attend seminars, workshops, annual meetings of professional associations, conventions, etc., for a maximum of five (5) days at any one time - the total not to exceed fifteen (15) days in a calendar year so long as departmental operations are not impeded. Such request shall not be arbitrarily denied. Said members shall be paid straight time. In addition, if a member is assigned to attend such functions, the City shall reimburse all registration fees, charges for materials, food, transportation costs and lodging.

## UNION PRIVILEGES

### ARTICLE XI

## RATES OF PAY - WAGES

### ARTICLE XI

#### A. WAGES

ANNUAL SALARY

ASSISTANT PUBLIC HEALTH SUPERVISOR:

PUBLIC HEALTH SUPERVISOR

PUBLIC HEALTH CONSULTANT

C. UNIFORM ALLOWANCE

B. A DEGREE DIFFERENTIAL SHALL BE GRANTED AS FOLLOWS, AND

SHALL BE A CONSIDERATION FOR PENSION PURPOSES:

(a) B.S. OR B.A.

(b) PAROCHIAL SCHOOL SUPERVISORS

(c) PHN CONSULTANT

Article XII continued:

YEAR	AMOUNT	Longevity	D.
5	\$ 200.00		
10	400.00		
15	600.00		
20	800.00		
25	1,000.00		

All work in excess of the first hour shall be paid at the overtime rate for actual time worked.  
 The above formula shall pertain for the first hour only.

30 minutes or more - 1 hour at overtime rate

15 - 30 minutes - 1/2 hour at overtime rate

0 - 15 minutes - No overtime payment

formula shall pertain:

(3) For the purposes of computing overtime, the following

their daily rate of pay.

this Agreement shall receive as overtime pay triple times  
 (2) Nurses working on any of the holidays set forth in

(1/2) times the regular hourly rate.

week shall be compensated on the basis of one and one half  
 who work in excess of the normal thirty five (35) hours work  
 compensated at two (2) times their regular hourly rate. Employees  
 (1) Employees working overtime on Sundays shall be com-

overtime, such time will be compensated at the following rates:

B. If there is any emergency requiring a member of this unit to work

Sunday, or holidays.

A. Supervisory personnel will not be required to work on Saturday,

ARTICLE XIII  
OTETIME

A. All members of the PHNSA who take college courses which are job related, as determined by the committee, whether matriculated or not matriculated, will receive tuition reimbursement.

(1) reimbursement will be made upon submission of received bills and proof of successful completion of course or courses to the committee.

(2) tuition reimbursement shall not exceed \$450.00 per year per participant. However, participant(s) may be reimbur sed fully when charges go beyond \$450.00 per year and monies remain in budgeted total.

(3) maximum budgeted total allocated for the program is not to exceed \$1800.00 per year.

(4) all courses as outlined above must be taken after working hours.

#### TUITION REIMBURSEMENT

#### ARTICLE XIV

Nursing Service shall be consistent with school policy.

during each working shift. The meal period for employees in the School

A. All employees shall be granted a lunch period of one hour

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MEAL PERIODS

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ARTICLE XV

ceding Friday. A holiday that falls on Sunday shall be celebrated on the following Monday.

C. Any holiday falling on Saturday shall be celebrated on the preceding any other special holidays declared by the Mayor or Council.

B. In addition to the holidays set forth above, nurses shall be

Labor Day

Independence Day

Memorial Day

Good Friday

Washington's Birthday . Veterans Day

Lincoln's Birthday

General Election Day (November)

Columbus Day

New Year's Day

holidays and shall be granted unless the employee works on the holiday.

A. The following thirteen (13) days shall be recognized as paid

## HOLIDAYS

### ARTICLE XVI

utilize earned vacation days when desired so long as agency needs are met.

D. All members of this bargaining unit shall be entitled to  
shall be granted.

retirement becomes effective after July 1, a full years vacation allowance  
rated in the retirement year with a minimum of ten (10) working days. If  
retirement. Vacation for an individual who retires or resigns shall be pro-  
vided all accumulated time prior to the effective date of resignation or  
C. Members of this bargaining unit who resign or retire shall be  
granted of the department.

next succeeding year only unless permission otherwise is granted by the head  
B. Vacation time not used in year granted shall accumulate for the

15 years and over " " " . . . . . 30 working days for each year.

5 through 14 " " " . . . . . 25 working days for each year.

1 through 4 years of service . . . . . 20 working days for each year.

at straight time rates as follows:

A. All supervisory personnel shall receive paid vacation allowance

## VACATION

### ARTICLE XVII

A. All employees covered by this Agreement shall be entitled to the following sick leave:

<u>Amount of Service</u>	<u>Sick Days</u>
Up to the end of the first One (1) working day for (last) calendar year	Each calendar year - each month of service - Fifteen (15) working days
Up to the end of the first One (1) working day for (last) calendar year	Each calendar year - each month of service - Fifteen (15) working days
B. Sick days not taken by employees in any year shall accumulate C. Unless a nurse is out of work for five (5) consecutive working days or more, she shall not be automatically required to present a doctor's verification of her illness. However, where abuse of sick leave is sus- pected, acceptable medical evidence may be required by the City.	

## SICK LEAVE

## ARTICLE XVIII

is to be provided by the City as per City Resolution.

Agreement is less than his salary, the differential up to the amount of salary

ment exists. When military compensation of an employee covered by this

applicable laws and leave of absence shall be granted wherever such require-

during national emergency, or drafted, shall be given all the protection of

C. Any employee called into the Armed Forces of the United States

tions. Said leave may not be arbitrarily or unreasonably withheld.

to any permanent employee in accordance with Civil Service rules and regula-

B. Leaves of absence without pay may be granted for good cause

lations.

Workmen's Compensation Laws, and other applicable State Law and Local regu-

3. Injured in the line of duty, pursuant to Civil Service Laws,

ficency.

Resources to attend school or to take courses to increase professional pro-

2. If the employee is directed by the Director of Human

father-in-law, mother-in-law, grandparents and grandchildren.

daughter, sister, brother, husband, wife, son-in-law, daughter-in-law,

five (5) days. Immediate family is defined as including: Mother, father, son,

granted from the day of death until the day after the funeral, not to exceed

against his accrued sick leave or compensatory time. Time off shall be

1. A death in the employee's family shall not be charged

A. Leave of absence with pay shall be granted as follows:

## LEAVES OF ABSENCE

## ARTICLE XIX

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and Laws of New Jersey and of the United States.

specific and express terms hereof are in conformance with the Constitution and express terms of this Agreement and then only to the extent such and discretion in connection therewith shall be limited only by the specific regulations and practices in furtherance thereof, and the use of judgment and responsibilities of the City, the adoption of policies, rules, duties and responsibilities of the City, the exercising of powers, rights, authorities,

B. The exercising of the foregoing powers, rights, authorities, State of New Jersey and of the United States.

it prior to the signing of this Agreement by the Laws and Constitution of the rights, authority, duties and responsibilities conferred upon and vested in

A. The City hereby retains and reserves unto itself all powers,

## MANAGEMENT'S RIGHTS

### ARTICLE XX

A. Representatives of the PHNSA not exceeding two (2), shall have access to the working areas to meet with PHNSA delegates during their lunch periods or other free periods to carry out PHNSA business, provided working area operations are not impeded. Such meetings are restricted to non-patient areas only.

B. The President of the PHNSA shall be granted a reasonable amount of agency time with pay to administer the provisions of this contract so long as agency functions are not impeded.

#### PHNSA RIGHTS

#### ARTICLE XXI

be notified in writing as to the cause.

discharge a nurse for disciplinary reasons, the nurse and the PNSA will

B. If the employer feels there is a just cause to transfer, or

5. Discharge

4. Demotion

3. Suspension

2. Written reprimand

1. Oral reprimand

A. Disciplinary action shall be limited to:

## DISCIPLINARY ACTION

### ARTICLE XXXII

A. All Field Staff Supervisors who use their own vehicles on a full time basis while on duty for official business shall receive thirty-five (\$35.00) dollars per month. Those who use their vehicles part-time shall be paid pro-rata for their usage based upon the above monthly stipend.

B. Supervisors using public transportation shall be reimbursed for out-of-pocket expenses.

C. Supervisors shall be supplied with official "Public Health" identification for their vehicles.

D. For out of city authorized travel compensation shall be made at the City mileage rate.

### TRAVELING EXPENSES

#### ARTICLE XXXII

A. The Drug Discount Program currently in effect for Medical Center nurses shall be made available to members of this bargaining unit subject to continued approval by the Medical Center.

DRUG DISCOUNT PROGRAM  
ARTICLE XXXIV

days Administrative Leave with Pay (Personal Days).  
A. All supervisors in the bargaining unit shall receive three (3)

PROFESSIONAL ADMINISTRATIVE LEAVE

ARTICLE XXV

to utilize the services of the City physicians who are on City duty.

B. Employees who become ill while on duty shall be permitted working conditions.

A. The employer shall at all times maintain safe and healthful

## SAFETY AND HEALTH

### ARTICLE XXXVI

nor the employee has control over, i.e., an Act of God, a local catastrophe, or any unforeseen act that cannot be anticipated.

A. Emergency shall mean a situation that neither the employer

#### EMERGENCY DEFINED

#### ARTICLE XXXII

is supplied with a desk to store her possessions during her tour of duty.

A. The employer shall make every effort to see that a supervisor

STORAGE OF SUPERVISOR'S POSSESSIONS

ARTICLE XXVII

patients and nurses alike.

ment of Health and Welfare policies and decisions affecting the welfare of

A. The PHNSA may recommend or suggest changes in the Department

POLICY RECOMMENDATIONS

ARTICLE XXX

tiional programs as well as for in-service programs.

A. The PHNSA may contribute program suggestions for educa-

IN-SERVICE PROGRAMS

ARTICLE XXX

to negotiate on any subject unless they mutually agree to do so.

issues for the life of this Agreement and neither party shall be required and final understanding and settlement by the parties on all bargainable

A. This Agreement represents and incorporates the complete

FULLY BARGAINED AGREEMENT

ARTICLE XXXI

of State and Local Laws.

A. Should any part of or any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted Legislation, or any decree of a Court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portion hereof.

B. The provisions of this Agreement shall be subject and subordinate to and shall not annul or modify existing applicable provisions

SEPARABILITY AND SAVINGS

ARTICLE XXXII

A. The benefits provided for in this Agreement shall accrue only to those employees in the employ of the City on the date that this document is signed. Such benefits shall also accrue to those employees promoted after the date of signing of this Agreement.

ELIGIBLE EMPLOYEES

ARTICLE XXXIII